

Dear Honorable Judge Stong:

In light of your instructions issued to all parties during our first settlement conference on Monday, June 10, 2013, an offer was to be presented by Debtor's and the bank's counsel with regard to payments to Wilk and Metropolitan as creditors as well as an offer for an exclusive brokerage agreement to Wilk Realty as a broker. In e-mail and phone discussions with counsel for the debtor in the course of the past week, we have made several requests for a written offer of terms. The response received was for the purpose of scheduling the continuing conference only, with no terms being discussed or proposed. Late in the week, Mr. Greene contacted us by phone putting forth some tentative terms over the phone. He subsequently responded to a request for a written offer by stating that a written proposal will only be issued when the terms are accepted. No brokerage agreement offer has been made to date. It must be noted that Mr. Wilk provided all of the requested credentials the day after the first settlement conference. We respectfully submit, that while counsel for the debtor, forcefully push for confirmation, the time provided by the court to make meaningful headway in the negotiation process is not being utilized for that purpose, regardless of our continued efforts to do so. We further respectfully submit that in light of numerous previous oral offers and discussions that were quite different over time, Wilk and Metropolitan have requested a solid written offer of terms which can be discussed and to which counter proposals may be submitted.

It is further respectfully requested, in light of the foregoing, that this court extend assistance in this attempted settlement process.

Best Regards,



Alla Kachan.